LAW OFFICES

211 Seventh Avenue North

## FARRAR & BATES, L.L.P.

J. Russell Farrar William N. Bates Kristin Ellis Berexa Paul D. Caver, Jr. Teresa Reall Ricks John E. Carter\* Gregory E. Seneff, Sr. Molly R. Cripps

\*Also licensed in KY

Nashville, Tennessee 37219 Telephone 615-254-3060
Facsimile 615-254-9835
E-Mail: fblaw@mindsgring.com1 4 fill 6 Cyl Counsel

Mary Byrd Ferrara\* Kristin J. Fecteau Robyn M. Beale

H. LaDon Baltimore

Joseph S. Reeves III EXECUTIVE CECKETARY

September 13, 1999

David Waddell **Executive Secretary** Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243

Via Hand Delivery

RE:

Petition for Arbitration by ITCDeltaCom Communications, Inc. with BellSouth Telecommunications, Inc., Pursuant to the Telecommunications Act of 1996; Docket No. 99-00430

Dear David:

Enclosed for filing is the original and 13 copies of the Amended Joint Matrix.

Sincerely,

H. LaDon Baltimore

LDB/dcg **Enclosures** 

CC: Guy Hicks, Esq.

## ITC^DeltaCom TN Arbitration Amended Joint Matrix

- 1. Issue 2(a)(v): Issue CLOSED
- 2. Issue 2(b)(iii): definitions of the 3 UNE rates to be furnished in testimony. The 3 UNEs are: 1) loop/port combination, 2) loop/transport UNE combination, & 3) loop UNE connected to access transport.
- 3. Issue 2(c)(i): ITC^DeltaCom needs testing of NXX codes for the initial activation of NXX codes and ongoing testing. In order to provide a quality service to our customers, we need the same capability that BellSouth has to test NXX codes. Currently, ITC^DeltaCom is waiting for BellSouth to respond to its latest proposal to settle this matter.
- 4. Issue 2(c)(iii): TRA staff to provide wording.
- 5. Issue 2(c)(iv): In our existing agreement, the parties voluntarily agree that if a party delays a cut over, that party has to pay the reasonable labor costs of the other party. ITC^DeltaCom merely wants to continue this language into the new agreement. This provision is designed to encourage both parties to meet scheduled cut over dates, which benefits the consumer.
- 6. Issue 2(c)(x): Issue CLOSED
- 7. Issue 2(c)(ix): This issue has been CLOSED by ITC^DeltaCom.
- 8. Issue 2(d): Issue CLOSED.
- 9. Issue 3: ITC^DeltaCom does not oppose consolidation of this issue in our hearing w/ ICG. BST has proposed combining all of both arbitrations.
- 10. Issue 3(m): BellSouth should be required to provide ITC^DeltaCom with an electronic interface which provides access to BellSouth's maintenance systems and databases in order to allow ITC^DeltaCom's maintenance personnel and customer service representatives to enter a new customer trouble ticket into the BellSouth maintenance system, retrieve and track the current status of ITC^DeltaCom repair tickets with access to the estimated time to repair, initiate a technician dispatch, receive timely notification if a repair technician is unable or anticipates being unable to meet a scheduled repair, retrieve a list of itemized time and material charges at the time of ticket closure, provide test results, and electronically notify ITC^DeltaCom when the trouble is cleared. This information is required in order for ITC^DeltaCom to track the resolution of its customers' troubles and to be able to inform ITC^DeltaCom customers of the status of their

repair. Without this information, ITC^DeltaCom can not provide the level of service which our customers expect us to provide.

- 11. Issue 4(c): Issue CLOSED
- 12. Issue 5: TRA staff to provide wording
- 13. Issue 6(b): To be furnished in testimony.
- 14. Issue 7(b)(ii): Meet Point Billing: ITC^DeltaCom position file in state tariffs; BST position ITC^DeltaCom should file NECA tariffs.